# **CAUTION NOTICE**

THIS SOLICITATION FOR COMMERCIAL ITEMS IMPLEMENTS THE FEDERAL ACQUISITION STREAMLING ACT (FASA).

OFFERORS ARE CAUTIONED THAT AWARD UNDER THIS COMMERCIAL ITEM SOLICITATION MAY BE BASED ON INITIAL OFFERS RECEIVED. OFFERORS ARE THEREFORE ADVISED TO SUBMIT INITIAL OFFERS ACCORDINGLY.

**CAUTION NOTICE** 

# **CAUTION NOTICE**

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that MUST be mirrored on the vendor's invoice.

The following five elements MUST be annotated on the invoice. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice:

Contract Number – i.e., SP0300-00-D-V000
Call Number – Julian Date of the Purchase Order
Lead Contract Line Item Number (CLIN) – First item on the purchase order
Purchase Order Number
Required Delivery Date (RDD) – Date of Delivery

The information may have to be hand written on the invoice. Please ensure the information is correct and legible.

Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

DFAS Columbus Center ATTN: DFAS-BVDPIS/CC P.O. Box 182317 Columbus, OH 43218-6260

### <u>Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data</u> Interchange:

Effective February 2004, all suppliers were required to process invoices electronically. **This is a condition for contract award.** An electronic invoicing system will enable expeditious payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. The Defense Supply Center Philadelphia, Subsistence is migrating towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency is currently undergoing a Business Systems Modernization (BSM) initiative. This BSM initiative will change the way you currently invoice. BSM conforms to a strict adherence of detailed line item payment in concert with the order. The manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery.

Our intention is to provide you a quick and easy way to submit your invoices for payment and to help Ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available:

- 1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.
- 2. There are companies available who for a fee will turn your flat files into EDI Invoices (810 transactions).
- 3. A web based solution is the Defense Finance and Accounting Service (DFAS) implemented Web Invoicing System (WInS). WInS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to <a href="http://ecweb.dfas.mil/notes.html">http://ecweb.dfas.mil/notes.html</a>. This requires creating an invoice line by line on the web and the invoice would flow electronically to DFAS.
- 4. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system can be found on the DSCP web page for subsistence, <a href="http://www.dscp.dla.mil/subs/">http://www.dscp.dla.mil/subs/</a>. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DSCP account manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DSCP Account Manager or Buyer.

One of the above methods must be used as paper invoices are no longer a viable option.

#### **Electronic Invoicing (Cont'd):**

The following page is provided as a sample of a STORES order. The information indicated in the 5 elements below are required to be identified on the vendor's invoice in order for the vendor to be promptly paid by DFAS.

- 1. Contract Number i.e. SP0300-99-D-V222 (on attached sample). This number will remain constant throughout the life of the contract.
- 2. Call Number i.e. 274A (This is the julian date and the lap ID number of the purchase order). This number will change with every order.
- 3. Lead CLIN No. i.e. 308 (This is the item number on the purchase order). This number will change with every order.
- 4. Purchase Order Number i.e. FT903692743186. This number will change with every order.
- 5. Required Delivery Date (RDD) i.e. 10/4/99. This date will change with each order.

Please note that the sample attached is for information purposes only. Each order will contain similar information. Contractor is responsible to extract the correct information from the STORES order for each invoice.

### **SAMPLE**

Report Date: 10/18/1999 STORES NT - Receipts Report

Control Number: 27405101860044 (2) Call Number: 274A Total: \$1,000.00

(4) Purchase Order Number: FT903692743186 Current Receipt Status: Sent

Facility Name: Mountain View Dining Hall (5)Required Delivery Date: 10/4/1999 Local Order Number: 27405101860044 Date Order Created: 10/1/1999

(1) Contract Number: SP030099DV222 Date Order Sent 10/1/1999 Vendor Name: Date Receipt Sent: 10/18/1999

OL IN			DSCF	Vendor Number	Part	Vendor Ordered	DSCP Qty Ordered	Vendor Qty Rec'd	Qty	DSCP Qty X Price		Extended Item Desciption
CLIN	Number	Stk#		Number	Ratio	Ordered	Ordered	Rec u	Rec u	FIICE	FIICE	item Desciption
308	FT90369274234P	896001E11	1699	3687	1.000	96	96	96	96	\$ 0.13	\$ 12.48	Drink, Cherry
309	FT90369274235P	896001E11	1676	3677	1.000	96	96	96	96	\$ 0.13	\$ 12.48	Drink, Grape
								_				
310	FT90369274236P	891001E11	2170	3721	1.000	2	2	2	2	\$ 5.55	\$ 11.10	Sour Cream

Receipt Total \$36.06

#### NOTICE TO OUR VALUED SUPPLIERS

THE FOLLOWING ATTACHED FORMS REQUIRE INFORMATION TO BE FURNISHED BY EACH OFFEROR.

ANY QUESTIONS MAY BE DIRECTED TO THE CONTRACT SPECIALIST AT THE TELEPHONE NUMBER SHOWN ON PAGE 1, BLOCK 7.

- 1. COMPLETE ALL "SCHEDULE" SHEETS (OFFERED PRICES)
- 2. COMPLETE <u>"OFFEROR QUALIFICATIONS"</u> LOCATED AT THE END OF EACH GROUP
  - 3. COMPLETE THE FOLLOWING CLAUSES:

52.212-3

PAGES 38 THRU 44

252.212-7000

**PAGE 55** 

52.215-6

SUMIT THE FOLLOWING:

**PAGE 59** 

52.242.9P18

**PAGE 60** 

**AUTHORIZED NEGOTIATORS PAGE 61** 

**NOTE:** The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100." The Clause is located on page 54 of this Solicitation.

**NOTE:** All offerors are required to submit a **Wholesale Price List** with their offer.

SOUTH THE FOLLOWING.	
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#### CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued):	
Offer due date and local time is:	October 7, 2004 at 4:00PM, Phila, PA local time
Block 9 (Continued):	

All offers must be identified with the Solicitation Number and Opening/Closing Date and Time.

• Address Mailed Offer To:

Defense Logistics Agency Defense Supply Center Philadelphia Post Office Box 56667 Philadelphia, PA 19111-6667

• Deliver Hand-carried Offer, Including Delivery By Commercial Carrier, To:

Defense Supply Center Philadelphia Business Opportunities Office Bldg 36, 2nd Floor 700 Robbins Avenue Philadelphia, PA 19111-5092

All hand-carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand-carries" the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers

• Send Facsimile Offer To: (215) 737-9300,9301,9302 or 9303. Facsimile Offers are authorized.

**BLOCK 10** (Continued)

This acquisition is:

(1) UNRESTRICTED: All Firms May Offer Regardless Of Their Size

#### INSTRUCTIONS

ITEMS TO BE PROCURED: BREAD AND BAKERY PRODUCTS

#### GROUP I

#### REQUIREMENTS FOR:

BREAD AND BAKERY PRODUCTS FOR:

Hickam AFB; Schofield Barracks, HI;

Hawaii Job Corp; Tripler AMC; Marines, and Navy Land Based

Activities; Hawaii (Troop Issue)

#### GROUP II

#### BREAD AND BAKERY PRODUCTS FOR:

Navy Ships & Coast Guard Ships, Hawaii

#### GROUP III

#### PASTRY PRODUCTS FOR:

Hickam AFB; Schofield Barracks, HI; Hawaii Job Corp; Tripler AMC; Marines, Navy Land Based Activities and Navy Ships, Hawaii (Troop Issue)

#### GROUP IV

#### BREAD AND BAKERY PRODUCTS FOR:

Pohakuloa Training Area, (PTA) On the Big Island of Hawaii in Hilo.

#### EFFECTIVE PERIOD OF CONTRACT:

DECEMBER 26, 2004 thru DECEMBER 24, 2005

#### MINIMUM/MAXIMUM QUANTITIES:

The quantities shown in the schedule represent the quantities estimated to be ordered over the delivery period. Offers will be evaluated based on the estimated quantities.

The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities. Actual quantities ordered may vary among the line items.

The contract minimum amount to be ordered under any contract is 25% of the total estimated contract dollar amount.

The maximum amount which can be ordered under the contract is 25% over the estimated contract dollar amount.

#### NOTES:

# Offeror must furnish a copy of their current catalog, price list, wholesale price list etc, with their offer.

If repeated telephone calls to DSCP go unanswered, DSCP may be closed due to hazardous weather conditions, or other unusual circumstances. You can call the DSCP Hotline to confirm whether DSCP is open for business by calling (215)737-DSCP(3772)

### **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks; Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
1.	BREAD, WHITE, ENRICHED, PAN BAKED, FRESH, ROUND TOP OR SANDWI	CH,			
	24 OZ. Texas Toast (Thick Sliced) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	9,900	LB	\$	\$
2.	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH, FRESH.	2,550	LB	\$	\$
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
3.	24 OZ LOAF (SANDWICH) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	16,000	LB	\$	\$
4.	BREAD, <b>BUTTERMILK</b> , PAN BAKED,	300	LB	\$	\$
	24 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
5.	BREAD, 100% WHOLE WHEAT, PAN BAKED, ROUND TOP OR SANDWICH, FRE	SH			
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	400	LB	\$	\$
6.	BREAD, WHOLE WHEAT, FRESH, SLICED, PAN BAKED, BUTTER TOPPED				
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	1,200	LB	\$	\$

## **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks; Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
<b>7.</b>	BREAD, PART WHOLE WHEAT, PAN BAKED, ROUND TOP OR SANDWICH FRES	<u>SН.</u>			
	24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	15,400	LB	\$	\$
8.	BREAD, RAISIN, PAN BAKED, ROUND TOP OR SANDWICH, FRESH.				
	16 OZ. LOAF (SLICED) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	1,700	LB	\$	\$
9.	BREAD, HEARTH BAKED FRESH FRENCH (SLICED)	1,400	LB	\$	\$
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
10.	BREAD, RYE, PAN BAKED, ROUND TOP OR SANDWICH, FRESH				
	24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	900	LB	\$	\$
11.	BREAD, RYE, PAN BAKED, ROUND TOP OR SANDWICH, FRESH 32 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	2,300	LB	\$	\$

## **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities
Hawaii (Troop Issue)

ITEM	DESCRIPTION		UNIT	UNIT	ESTIMATED
12.	BREAD, HEARTH BAKED, FRESH, VIENNA (UNSLICED)	QUANTITY		PRICE	<u>TOTAL</u>
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
13.	PUMPERNICKLE (SLICED)				
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
14.	ROLLS, <u>HAMBURGER, WHITE,</u> SLICED, SOFT, PAN BAKED	6,000	LB	\$	\$
	6-8 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:				
15.	ROLLS, <u>HAMBURGER</u> , SOFT, PAN BAKED FRESH (DOUBLE CUT)	, 150	LB	\$	\$
	MIN-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	·			
16.	ROLLS, <u>HAMBURGER</u> , (WHOLE WHEAT), SOFT, PAN BAKED, FRESH	700	LB	\$	\$
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:				
17.	ROLLS, VIENNA, HARD HEARTH BAKED, FRESH				
	6-12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$

## **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities
Hawaii (Troop Issue)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
18.	ROLLS, VARIETY SPECIALTIES, FRESH				
	ITALIAN 6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
19.	KAISER 6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
20.	ROLLS, VARIETY SPECIALTIES, FRESH  FOOT LONG HOT DOG  6-8 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$
21.	HARD ROLLS, BROWN & SERVE, FRESH  6-12 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
22.	ROLLS, ENGLISH MUFFINS, FRESH.  6 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	5,400	LB	\$	\$

## **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks; Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
23.	ROLLS, ENGLISH MUFFINS, FRESH.  12 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	1,800	LB	\$	\$
24.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER, (HOT DOG), FRESH.  6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
25.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER, (HOT DOG), FRESH.  12 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	6,000	LB	\$	\$
26.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, (HAMBURGER), FRESH.  12 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: BROOKET CODE:	13,350	LB	\$	\$

# **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks; Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
27.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FRESH W/SESAME SEED (4 ½")				
	12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	2,850	LB	\$	\$
28.	ROLLS, WHITE ENRICHED, SOFT, PAN BAKED, "DINNER", FRESH.				
	6-8 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	2,700	LB	\$	\$
29.	ROLLS, VARIETY SPECIALTIES, FRESH, SUBMARINE, TORPEDO, GRIND OR HOAGIE	ER			
	MIN 6-8 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	5,700	LB	\$	\$
30.	BREAD CRUMBS, HIGH COMMERICAL GR	ADE			
	10 POUND BOX SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	ΓB	\$	\$
31.	SWEET ROLLS, HAW'N FRESH	150	LB	\$	\$
	MIN 12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:				

### **SCHEDULE**

Group I BREAD AND BAKERY PRODUCTS FOR: Hickam AFB; Schofield Barracks; Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue)

ITEM	DES	CRIPTION	ESTIMATED QUANTITY	<u>UNIT</u>	UNIT PRICE	ESTIMATED TOTAL				
32.	BREA	D, PITA								
	SPEC: SPEC: SPEC:	6 PER PKG IFY COUNT PER PKG: IFY NET WGT PER PKG: IFY PRICE PER PKG:	150	LB	\$	\$				
33.	BREA	D, SWEET, FRESH, SLICED ¾ INCH	ł							
	SPEC: SPEC: SPEC:	Z LOAF.  IFY COUNT PER PKG:  IFY NET WGT PER PKG:  IFY PRICE PER PKG:  UCT CODE:	3,150	LB	\$	\$				
		GROUP I- ITEMS 1 THRU 33	EST. TOTAL	:						
NOTE:	1.	Offerors Will Indicate Their	Regularly Sc	heduled	Non-Bake	Days:				
	2.	2. Government Qualification: All Items To Be Awarded In Group One Will Be Awarded To One Offeror. Offeror Prices Are To Be Price Per "LB".								
	3.	Offeror Qualifications: Cité Offer is Submitted.	e Any Conting	ent Fac	tors Upon	Which Your				
					<u></u>					
	4	The Price Per "IR" Will be Us	ed For Fuelu	ation O	f Offers:	Howover				

The Price Per "Lf/Pkg" May Be Used For Ordering/Billing.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
34.	BREAD, WHITE, ENRICHED, PAN BAKED, FRESH, ROUND TOP OR SANDWI	CН,			
	24 OZ. Texas Toast (Thick Sliced) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	2,800	LB	\$	\$
35.	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH, FRESH.				
	24 OZ LOAF (SANDWICH) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	22,000	LB	\$	\$
36.	BREAD, WHITE, PAN BAKED, ROUND TO OR SANDWICH, UNSALTED, (VERY LOW SODIUM), FRESH	<u>P</u> 150	LB	\$	\$
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
37.	BREAD, BUTTERMILK, PAN BAKED,	250	LB	\$	\$
	24 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
38.	BREAD, WHITE, ENRICHED, PAN BAKED, FRESH, SLICED, ROUND TOP	4,350	LB	\$	\$
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				

# **SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
39.	BREAD, 100% WHOLE WHEAT, PAN BAKED, ROUND TOP OR SANDWICH, FR	ESH			
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	3,300	LB	\$	\$
40.	BREAD, <b>PART WHOLE WHEAT</b> , PAN BAKED, <b>ROUND TOP</b> OR <b>SANDWICH FRE</b>	SH			
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRIĆE PER PKG: PRODUCT CODE:	3,750	LB	\$	\$
41.	BREAD, PART WHOLE WHEAT, PAN BAKED, ROUND TOP OR SANDWICH FRE  24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG:	<del></del>	LB	\$	\$
42.	BREAD, RAISIN, PAN BAKED, ROUND TOP OR SANDWICH, FRESH.				
	16 OZ. LOAF (SLICED) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	2,250	LB	\$	\$
43.	BREAD, HEARTH BAKED, FRESH, FRENCH, (UNSLICED)				
	16 - 24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	1,150	LB	\$	\$

## **SCHEDULE**

ITEM	DESCRIPTION_	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
44.	BREAD, HEARTH BAKED FRESH FRENCH (SLICED)	150	LB	\$	\$
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				
45.	BREAD, RYE, PAN BAKED, ROUND TOP OR SANDWICH, FRESH				
	24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	240	LB	\$	\$
46.	BREAD, RYE, PAN BAKED, ROUND TOP OR SANDWICH, FRESH				
	32 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	550	LB	\$	\$
47.	BREAD, HEARTH BAKED, FRESH, VIENNA (UNSLICED)				
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
48.	PUMPERNICKLE (SLICED)	200	LB	\$	\$
	16 OZ LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:				

# **SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
49.	ROLLS, HAMBURGER, SOFT, PAN BAKED FRESH (DOUBLE CUT)  MIN-12 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	, 12,150	LB .	\$	\$
50.	ROLLS, HAMBURGER, (WHOLE WHEAT), SOFT, PAN BAKED, FRESH 6-12 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
51.	ROLLS, VIENNA, HARD HEARTH BAKED, FRESH  6-12 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
52.	ROLLS, VARIETY SPECIALTIES, FRESH  ITALIAN 6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	150	LB	\$	\$
53.	KAISER 6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	350	LB	\$	\$

# **SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
54.	ROLLS, VARIETY SPECIALTIES, FRESH	150	LB	\$	\$
	FOOT LONG HOT DOG  6-8 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:  PRODUCT CODE:				
55.	PAN ROLLS, BROWN & SERVE, FRESH	225	LB	\$	\$
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:				
56.	ROLLS, ENGLISH MUFFINS, FRESH.				
	6 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	1,950	LB	\$	\$
57.	ROLLS, ENGLISH MUFFINS, FRESH.				
	12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	600	LB	\$	\$
58.	ROLLS, WHITE, ENRICHED, SOFT,				
50.	PAN BAKED, FINGER, (HOT DOG), FRESH.				
	MIN 12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	6,900	LB	\$	\$

# **SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
59.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, (HAMBURGER), FRESH.  12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	12,000	LB	\$	\$
60.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FRESH W/SESAME SEED (4 ½")  12 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	4,900	LB \$	3	\$
61.	ROLLS, WHITE ENRICHED, SOFT, PAN BAKED, "DINNER", FRESH.  6-8 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	1,500	LB	\$	\$
62.	ROLLS, VARIETY SPECIALTIES, FRESH, SUBMARINE, TORPEDO, GRINDI OR HOAGIE  MIN 6-8 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	ER 3,300	LB	\$	\$
63.	BREAD CRUMBS, HIGH COMMERICAL GR.  10 POUND BOX SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:		, LB	\$	\$

# **SCHEDULE**

ITEM	DES	CRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
64.	SWEE	T ROLLS, HAW'N FRESH	160	LB	\$	\$
	SPEC SPEC SPEC	12 PER PKG.  IFY COUNT PER PKG:  IFY NET WGT PER PKG:  IFY PRICE PER PKG:  UCT CODE:	-			
65.	BREA	D, PITA	•			
	SPEC SPEC SPEC	6 PER PKG IFY COUNT PER PKG: IFY NET WGT PER PKG: IFY PRICE PER PKG: UCT CODE:	150	LB	\$	\$
66.	BREA	D, SWEET, FRESH, SLICED 34	INCH			
	SPEC SPEC SPEC	Z LOAF.  IFY COUNT PER PKG:  IFY NET WGT PER PKG:  IFY PRICE PER PKG:  UCT CODE:	150	LB	\$	\$
		GROUP II - ITEMS 34 THRU	66 EST. 1	OTAL:_		
NOTE:	1.	Offerors Will Indicate Th	eir Regularly So	chedule	d Non-Bak -	ce Days:
		Government Qualification: Awarded To One Offeror.	All Items To E	Be Award Are To 1	ded In Gr Be Price	roup One Will Be Per "LB".
	6. 7.	Offeror Qualifications: Offer is Submitted.	Cite Any Conting	gent Fac	ctors Upo	on Which Your
	8.	The Price Per "LB" Will b	e Used For Evalu	ation (	—— Of Offers	: However.

<sup>8.</sup> The Price Per "LB" Will be Used For Evaluation Of Offers; However, The Price Per "Lf/Pkg" May Be Used For Ordering/Billing.

### **SCHEDULE**

Group III PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities
Hawaii (Troop Issue) Navy Ships

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
67.	DOUGHNUTS, FRESH, CAKE STYLE, PLAIN				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	750	LB	\$	\$
68.	DOUGHNUTS, GLAZED, FRESH				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	5,500	LB	\$	\$
69.	DOUGHNUTS, SUGAR COATED, FRESH				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	1,050	LB	\$	\$
70.	DOUGHNUTS, FRESH, ICED/W/CHOC				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	2,600	LB	\$	\$
71.	DOUGHNUTS, CAKE STYLE, FRESH, ICED W/CHOC				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	750	LB	\$	\$

Group III PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities
Hawaii (Troop Issue) Navy Ships

ITEM	DES	SCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
72.	DOUGI	HNUTS, FILLED, FRESH				
	SPE(	2 PER PKG CIFY COUNT PER PKG: CIFY NET WGT PER PKG: CIFY PRICE PER PKG:	7,900	LB	\$	\$
		PRODUCT CODE: Raspberry PRODUCT CODE: Lemon PRODUCT CODE: Apple PRODUCT COCE: Blueberry				
	TWO FRUI	FRESH (READY TO EAT) CRUST, LATTICE OR CRUMB TOP, IT OR SOFT FILL NCH DIAMETER (MINIMUM)				
	73.	APPLE PRODUCT CODE:	1,800	EA	\$	\$
	74.	PEACH PRODUCT CODE:	250	EA	\$	\$
	75.	CHERRY PRODUCT CODE:	550	EA	\$	\$
	76.	BLUEBERRY PRODUCT CODE:	330	EA	\$	\$
	77.	LEMON PRODUCT CODE:	150	EA	\$	\$
	78.	PINEAPPLE PRODUCT CODE:	100	EA	\$	\$
	79.	MINCE PRODUCT CODE:	100	EA	\$	\$
	E	PIE, FRESH (READY TO EAT), DNE CRUST OPEN FACE, (OTHER TH GGG CUSTARD AND CHEESE) D-INCH DIAMETER (MINIMUM)	AN NUT,			
	80.	PUMPKIN PRODUCT CODE:	620	EA	\$	_ \$

Group III PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue) Navy Ships

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
	PIE, FRESH, (READY TO EAT), MERINGUE 9-INCH DIAMETER (MINIMUM)				
	81. COCONUT MERINGUE PRODUCT CODE:	300	EA	\$	\$
	82. CHOCOLATE MERINGUE PRODUCT CODE:	375	EA	\$	\$
	83. LEMON MERINGUE PRODUCT CODE:	100	EA	\$	\$
	PIE, FRESH, (READY TO EAT), CHIFFON AND CREAM 9-INCH DIAMETER (MINIMUM)				
	84. CHIFFON PRODUCT CODE:	300	EA	\$	\$
	85. BOSTON CREAM PRODUCT CODE:	1,125	EA	\$	\$
	PIE, FRESH, (READY TO EAT), NUT, EGG CUSTARD AND CHEESE 9-INCH DIAMETER (MINIMUM)				
8	R6. COCONUT CUSTARD PRODUCT CODE:	200	EA	\$	\$
ε	PRODUCT CODE:	120	EA	\$	\$
ε	98. PECAN PRODUCT CODE:	1,150	EA	\$	\$
. 8	99. CHEESE PRODUCT CODE:	900	EA	\$	\$

Group III PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue) Navy Ships

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
90.	SWEET ROLLS, FRESH, FULLY BAKED ASSORTED PASTRY, DANISH				
	6 - 12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	3,350	LB	\$	. \$
91.	COFFEE CAKE				
	6 - 12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	-	LB	\$	\$
92.	SWEET ROLLS, FRESH, FULLY BAKED CINNAMON				
	6 - 12 PER PKG SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	-	LB	\$	\$
93.	SWEET ROLLS CINNAMON & RAISIN				•
	6 - 12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	200	LB :	\$	\$
94.	SWEET ROLLS, BROWN & SERVE				
	6 - 12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$\$

## **SCHEDULE**

Group III

PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue) Navy Ships

ITEM	1 DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
95.	PIE, FRESH, INDIVIDUALLY WRAPPED OR BOXED, 3 TO 5 OZ NET WGT, FRUIT FILLED, ASSORTED FLAVORS, (MIN 3 FLAVORS)				
	SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$
96.	CAKES, FRESH, INDIVIDUAL SERVING, WRAPPED OR BOXED, 1 TO 3 PACK, (MIN 3 OZ NET WGT)				
	SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$
97.	CAKE, FRESH, SHEET 16 IN, X 24 IN INDIVIDUALLY WRAPPED, UNSLICED				
	BANANA SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:	200	LB	\$	\$
98.	CHOCOLATE SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:	400	LB	\$	\$
99.	COCONUT SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:	150	LB	\$	\$

## **SCHEDULE**

Group III

PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue) Navy Ships

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
100.	LEMON SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:		LB	\$	\$
101.	SPICE SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:	100	LB	\$	\$
102.	VANILLA SHEET CAKE, (MINIMUM 16" X 24") SPECIFY NET WGT PER CAKE: SPECIFY PRICE PER CAKE: PRODUCT CODE:		LB	\$	\$
103.	CAKE, FRESH, SHEET 16 IN, X 24 I INDIVIDUALLY WRAPPED, UNSLICED  YELLOW SHEET CAKE, (MINIMUM 16" X 24")		TD	\$	e ·
	SPECIFY NET WGT PER CAKE:  SPECIFY PRICE PER CAKE:  PRODUCT CODE:		LIB ,	Ÿ	Ψ
104.	BAGEL, <u>PLAIN,</u> FRESH				
	6-8 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	3,600	LB	\$	\$\$
105.	BAGEL, ONION, FRESH 6-8 PER PKG. SPECIFY COUNT PER PKG: SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG:	900	LB	\$	\$

### **SCHEDULE**

Group III PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities
Hawaii (Troop Issue) Navy Ships

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
106.	BAGEL ASSORTED FLAVOR, FRESH				
	6-8 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:	4,800	LB	\$	\$
	PRODUCT CODE: GARLIC PRODUCT CODE: WHOLE WHEA PRODUCT CODE: BLUEBERRY PRODUCT CODE: CINNAMON/I PRODUCT CODE: SESAME PRODUCT CODE: EVERYTHING	AT RAISIN			
107.	MUFFINS ASSORTED FLAVORS, FRESH				
	6-12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:	7,500	LB	\$	\$
	PRODUCT CODE: BLUEBERRY PRODUCT CODE: BANANA PRODUCT CODE: BRAN PRODUCT CODE: APPLE CINE PRODUCT CODE: MAC NUTS	NAMON			
108.	LAVOSH, SHEET (CUT INTO FOURS) FE	RESH			
	4-5 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	150	LB	\$	\$

#### **SCHEDULE**

Group III

PASTRY PRODUCTS Hickam AFB; Schofield Barracks;
Hawaii Job Corp; Tripler AMC; Marines and Navy Land Based Activities Hawaii (Troop Issue) Navy Ships

ITEM	DESC	CRIPTION	•			ESTIM QUANT		. ]	UNIT	UNIT PRICE		ESTI TOTA	MATED L
109.	ENSAM	MADA, <u>MIN</u>	FRE	SH									
	SPECI SPECI	ER PKG IFY COUNT IFY NET W IFY PRICE JCT CODE:	GT PI PER	ER PKG:_ PKG:		2	2,800		LB	\$		\$	
110.	ENSAI	MADA, REG	ULAR	FRESH									
	12 PESPECT	ER PKG IFY COUNT IFY NET W IFY PRICE JCT CODE:	PER	PKG: ER PKG: PKG:			450		LB	\$		\$	
GROUP	III	- ITEMS	67 !	THRU 110	o		EST.	TOT	AL:				
NOTE:	1.	Offerors	Wil:	l Indica	ate The	ir Regul	larly	Sch	eduled	l Non-E	Bake	Days:	
	2.	Governme Be Award	ent Quality	ualifica o One O:	ation: fferor.	All Ite	ems To	o Be ices	Award Are T	- led In Co Be F	Grou Price	p One Per	Will "LB".
	3.	Offer is				ite Any	Cont	inge	nt Fac	ctors (	Jpon ——	Which	Your
	4.	The Pric										Howev	er,

Group IV BREAD AND BAKERY PRODUCTS FOR: POHAKULOA TRAINING AREA, PTA ON THE BIG ISLAND OF HAWAII IN HILO

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
111.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER, (HOT DOG), FRESH				
	MIN 12 PER PKG.  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	250	LB	\$	\$
112.	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, ( <u>HAMBURGER</u> ), FRESH,				
	MIN 12 PER PKG  SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	1,112	LB	\$	\$
113.	BREAD CRUMBS, HIGH COMMERCIAL GRAI	DE			
	SPECIFY COUNT PER PKG:  SPECIFY NET WGT PER PKG:  SPECIFY PRICE PER PKG:  PRODUCT CODE:	100	LB	\$	\$
114.	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH, FRESH.				
	24 OZ. LOAF (SANDWICH) SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	10,274	LB	\$	. \$
115.	BREAD, PART <b>WHOLE WHEAT</b> , PAN BAKED, ROUND TOP OR SANDWICH FRESH	· .			
	24 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	6,686	LB	\$	\$

**Group IV** BREAD AND BAKERY PRODUCTS FOR: POHAKULOA TRAINING AREA, PTA ON THE BIG ISLAND OF HAWAII IN HILO

ITEN	1 DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL
116.	BREAD, RYE, PAN BAKED, ROUND TOP OR SANDWICH, FRESH				
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	100	LB	\$	\$
117.	BREAD, RAISIN, FRESH SLICED				
	16 OZ. LOAF SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG:	100	LB	\$	\$
	PRODUCT CODE:				
118.	BREAD, <b>HEARTH BAKED</b> , FRESH, <b>FRENCH</b>				
	16 OZ. LOAF SPECIFY NET WGT PER PKG:	100	LB	\$	\$
	SPECIFY PRICE PER PKG:PRODUCT CODE:				
119.	PAN ROLLS, BROWN & SERVE, FRESH				
	MIN 12 PER PKG SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	135	LB	\$	\$
120.	ROLLS, VARIETY SPECIALTIES, FRESH SUBMARINE, TORPEDO, GRINDER OR HO				
	MIN 6-8 PER PKG SPECIFY NET WGT PER PKG: SPECIFY PRICE PER PKG: PRODUCT CODE:	100	LB	\$	\$
GROU	UP IV - ITEMS 111 THRU 120	EST. TOTA	L:		
NOTE:	1. Offerors Will Indicate Their	Regularly Sc	heduled	Non-Bake	Days:
			re To Be	e Price P	er "LB".
	Offer is Submitted.				

<sup>4.</sup> The Price Per "LB" Will be Used For Evaluation Of Offers; However, The Price Per "Lf/Pkg" May Be Used For Ordering/Billing.

#### **SCHEDULE**

#### DELIVERY SCHEDULE

#### ALL DELIVERIES EXCLUDE NATIONAL HOLIDAYS.

A DELIVERY TICKET WILL ACCOMPANY EACH DELIVERY CITING ORDER NUMBER. THE DELIVERY TICKET WILL BE ITEMIZED, SHOW UNIT PRICES, BE EXTENDED AND TOTALED.

#### EMERGENCY DELIVERY

WHENEVER ANY CUSTOMER RUNS SHORT OF AN ITEM BECAUSE OF UNEXPECTED DEMAND, THE CONTRACTOR SHALL, WITHIN THREE (3) HOURS AFTER NOTICE THEREOF, DELIVER THE ITEM OR ITEMS TO SUCH CUSTOMER IN THE OUANTITIES SPECIFIED BY THE ORDERING OFFICER.

# GROUPS I, II and III DELIVERY SCEHDULE

#### ARMY CUSTOMERS

#### SCHOFIELD BARRACKS

QUAD A, BLDG 133, FOOTE AVE. (000114)

QUAD C, BLDG 2085, ALESHIRE AVE. (000108)

QUAD E, BLDG 550, FOOTE AVE. (000106)

QUAD F, BLDG 650, FOOTE AVE. (000107)

QUAD J, BLDG 855, CAPRON AVE. (000109)

125TH SIGNAL BN Dining Facility, BLDG 300, HELEMANO, HI. (000102)

65th ENGR BN, BLDG 1492, TRIMBLE RD. (000111)

TISA, BLDG 2071, LYMAN RD. (PX3JP3)

NCO ACADEMY, BLDG 6056, EAST RANGE WAHIAWA. (000104)

PETERSON CHILD CARE CENTER, BLDG 791, MCCORMICK ST.

SCHOFIELD CHILD DEVELOPMENT CENTER, BLDG 9098, MCMAHON RD.

WHEELER ARMY AIR FIELD HHC AVE. BDE, BLDG 102, SANTOS DUMONT ST. (000101)

FORT SHAFTER=HQ CO, BLDG 503B, PIERCE ST. (000103)

0544 TC CO HEAVY BOAT PIER 1 & 9 FORD ISLAND (W91618)

(DELIVERY DAYS: Monday, Wednesday & Friday TIME: 0800-1000)

(WX3JN9) Tripler Army Medical Ctr.

(DELIVERY DAYS: Monday, Thursday & Friday TIME: 0600-1100)

#### HICKAM AFB CUSTOMERS

HALE AINA DINNING FACILITY, (FT9128)

(DELIVERY DAYS: Monday, Thursday & Saturday TIME: 0500-0800)

MOKULELE FLIGHT KITCHEN, (FT9129)

BLDG 2037 (NEXT TO AMC TERMINAL)

(<u>DELIVERY DAYS</u>: Monday, Wednesday, Friday & Saturday <u>TIME</u>: 0600-0900)

CHILD DEVELOPMENT AND YOUTH CENTERS,

BLDGS: 1597 1654 1135 623

(FT9459) (FT9461) (FT9462) (FT9460)

154 HAWAII AIR NATIONAL GUARD (FT6580)

BLDG 3417, HARBOR DRIVE

(DELIVERY DAYS: Friday (Once a Month)

# GROUPS I, II and III DELIVERY SCHEDULE

#### NAVY LAND CUSTOMERS

NAVAL STATION GALLEY BUILDING 1557, PEARL HARBOR (N62813)

NAVAL BRIG FORD ISLAND (N30849)

NSGA KUNIA, HAWAII (N43456)

(DELIVERY DAYS: Monday, Tuesday, Friday and Saturday TIME: 0600-1000)

NAVAL MAGAZINE, BUILDING 693 GENERAL MESS, 600 BARRACK RD. WEST LOCH BRANCH, EWA BEACH, LUALUALEI (N68297)

NAVCAMS EASTPAC, GENERAL MESS, BUILDING 3, WAHIAWA (N00950)

#### MARINE CUSTOMERS

ANDERSON HALL, BUILDING 1089, KANEOHE BAY (M00312)
(DELIVERY DAYS: Monday, Tuesday, Wednesday, Friday & Saturday
TIME: 0600-0900)

CHILD DEVELOPMENT CENTERS, KANEOHE BAY (M00318) (DELIVERY DAYS: Tuesday & Friday TIME: 0800-1000)

#### NAVY SHIPS:

ALONGSIDE MSCO, USN VESSELS DOCKED AT HONOLULU PIERS, PEARL HARBOR. FORD ISLAND AND WEST LOCK (DELIVERY DAYS: Monday thru Saturday)

#### COAST GUARD CUSTOMERS

USCG ISC HONOLULU BASE GALLEY, SAND ISLAND ACCESS RD (Z47810) USCG AIR STATION BARBERS POINT (Z20255)

VARIOUS HOME PORT AND VISITING COAST GUARD CUTTERS

USCGC RUSH (Z11409) USCGC WALNUT (Z15245) USCG JARVIS (Z11411) USCG KUKUI (Z15243)

HAWAII JOB CORPS CENTER (169241) 41-467 Hihimanu Street, Waimanalo, HI

KWAJALEIN SUPPORT OFFICE (W81NLE) 623 Kakoi Street, Bay 3, Honolulu, HI

GROUP IV
DELIVERY SCEHDULE

POHAKULA TRAINING AREA, PTA, HILO, HAWAII

#### **SCHEDULE**

#### CONTRACT ADMINISTRATION

#### GROUPS I, II, III, IV

#### INVOICES FOR ALL CUSTOMER SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:

DFAS/COLUMBUS CTR ATTN: DFAS-BVDP/CC (SL4701-BSM) PO BOX 369031 COLUMBUS, OH 43236-9031

#### DELIVERY INVOICES

THE FOLLOWING INFORMATION MUST APPEAR ON ALL INVOICES SUBMITTED TO DFAS, COLUMBUS, OHIO

- 1. SHIP TO ADDRESS
- 2. BILL TO ADDRESS
- 3. DODAAC (CUSTOMER INDENTIFICATION CODE ALPH/NUMERIC)
- 4. CONTRACT NUMBER
- 5. PURCHASE ORDER NUMBER
- COPY OF ORDER
- 6. CALL NUMBER
  7. COPY OF ORDI
  8. ITEM DESCRI ITEM DESCRIPTION (SHOULD BE EXPLICIT ENOUGH THAT THERE CAN BE NO CONFUSION AS TO WHAT ITEM DELIVERED.
- 9. CLIN (CONTRACT LINE ITEM NUMBERS)
- 10. GOVERNMENT NATIONAL STOCK NUMBER (NSN) OR LOCAL STOCK NUMBER (LSN)
- 11. ACTUAL ORDER QUANTITY DELIVERED OR NOT DELIVERED. -BOTH NUMBER OF POUNDS AND PACKAGES (BASED ON GOVERNMENT UNIT OF ISSUE.)

#### FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:

- A. Fresh bakery products shall conform to the following freshness requirements:
- 1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered 24 hours after baking (except following a non-bake day, 48 hours).
  - 2. Brown & Serve Rolls, must be delivered 36 hours after production:
  - 3. Bakery Products shall include mold inhibitors of the proper level as allowed by the USDA.

#### PACKAGING, PACKING AND LABELING:

- a. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.
  - b. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors who do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. Copies of key/color codes listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

**NOTE:** Contractors shall deliver products on racks, as well as provide racks and stands for each delivery point, as required.

#### **SCHEDULE**

#### \*\*ADDITIONAL ITEMS\*\*

The customers will be able to add additional bread and bakery items to this contract after the date of award. The price of the item must be determined by the Contracting Officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract. In any case, these items *MAY NOT* increase the original dollar value of the contract by more than 25%

#### \*\*ADDITIONAL CUSTOMERS\*\*

Additional DoD and Non-DoD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan. The additional customer(s) cannot increase the dollar value of the contract by more than 25% in total.

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) <u>North American Industry Classification System (NAICS) Code and Small Business Size</u> Standard.

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

#### (b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary:
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

#### (c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for <u>30 calendar days</u> from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

#### (d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

#### (e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

#### (f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
  - (g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

#### (h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the

right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

**GSA Federal Supply Service Specifications Section** 

**Suite 8100** 

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2667/2179; or
  - (B) Through the DoDSSP Internet site at http://dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

#### (j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional

CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <a href="http://www.dnb.com">http://www.dnb.com</a>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

#### (k) Central Contractor Registration.

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.

#### (I) Debriefing.

If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL

Th

e following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offe	of Offers.	Submission of	(b).	. Paragraph	1.
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See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

Faxed offers are NOT authorized for this solicitation.

X Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2.	Pa	ragraph	(c),	<b>Period</b>	for .	<b>Acceptance</b>	of Offers
						00	

X Period of acceptance is 90 days.

#### 3. Paragraph (e), Multiple Offers.

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

#### 4. Paragraph (h), Multiple Awards.

- X The Government intends to make one award PER GROUP.
- \_\_ Offers may be submitted for quantities less than those specified.

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (May 2004) ALTERNATE I (APR 2002)

(a) **Definitions**. As used in this provision:

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

"Forced or Indentured Child Labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-Disabled Veteran-Owned Small Business Concern" --

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service=connected, as defined in 38 U.S.C. 101(16).

"Small Business Concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-Owned Small Business Concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-Owned Business Concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-Owned Small Business Concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
  - (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts
arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the
resulting contract is subject to the payment reporting requirements described in FAR 4.904,
the TIN provided hereunder may be matched with IRS records to verify the accuracy of the
offeror's TIN.
(3) Taxpayer Identification Number (TIN).
☐ TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that
does not have income effectively connected with the conduct of a trade or business in the
United States and does not have an office or place of business or a fiscal paying agent in the
United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal government.
52.212-3 (continued)
(4) Type of Organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common Parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be
performed in the United States or its outlying areas. Check all that apply.
(1) <u>Small Business Concern</u> .
The offeror represents as part of its offer that it [ is, [ is not a small business
concern.
(2) Veteran-Owned Small Business Concern.
[Complete only if the offeror represented itself as a small business concern in
paragraph (c)(1) of this provision.]
The offeror represents as part of its offer that it $\square$ is, $\square$ is not a veteran-owned
small business concern.
(3) Service-Disabled Veteran-Owned Small Business Concern.
[Complete only if the offeror represented itself as a veteran-owned small business
concern in paragraph (c)(2) of this provision 1

The offeror represents as part of its offer that it $\square$ is, $\square$ is not a service-disabled veteran-
owned small business concern.
(4) <u>Small Disadvantaged Business Concern.</u>
[Complete only if the offeror represented itself as a small business concern in
paragraph (c)(1) of this provision.
The offeror represents, for general statistical purposes, that it $\square$ is, $\square$ is not, a
small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-Owned Small Business Concern.
[Complete only if the offeror represented itself as a small business concern in
paragraph (c)(1) of this provision.]
The offeror represents that it 🔲 is, 🔲 is not a women-owned small business
concern.
NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the
simplified acquisition threshold (i.e. \$100,000.00).
(6) Women-Owned Business Concern (other than small business concern).
[Complete only if the offeror is a women-owned business concern and did not
represent itself as a small business concern in paragraph (c)(1) of this provision.]
The offeror represents that it is a women-owned business concern.
(7) Tie Bid Priority for Labor Surplus Area Concerns.
If this is an invitation for bid, small business offerors may identify the labor surplus
areas in which costs to be incurred on account of manufacturing or production (by offeror or
first-tier subcontractors) amount to more than 50 percent of the contract price:
(9) Small Business Size for the Small Business Competitive and Benevative
(8) Small Business Size for the Small Business Competitiveness Demonstration
Program and for the Targeted Industry Categories under the Small Business Competitiveness
Demonstration Program.
[Complete only if the offeror has represented itself to be a small business concern
under the size standards for this solicitation.]
(i) [Complete only for solicitations indicated in an addendum as being set-aside for
emerging small businesses in one of the four designated industry groups (DIGs).]
The offeror represents as part of its offer that it  is,  is not an emerging
small business.
(ii) [Complete only for solicitations indicated in an addendum as being for one of
the targeted industry categories (TICs) or four designated industry groups (DIGs).]
Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the
Employees column if size standard stated in the solicitation is expressed in terms of number of
employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check
the Average Annual Gross Number of Revenues column if size standard stated in the
solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51 - 100	\$1,000,001 - \$2 million
101 - 250	\$2,000,001 - \$3.5 million
251 - 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million
(9) [Complete only if the solicitation con Price Evaluation Adjustment for Small Disadva Small Disadvantaged Business Participation F and the offeror desires a benefit based on its of (i) General.  The offeror represents that either (A) It is, is not certified by disadvantaged business concern and is identificertified small disadvantaged business concern Business Administration (PRO-Net), and that is and control has occurred since its certification more individuals claiming disadvantaged status the certification is based does not exceed \$75 exclusions set forth at 13 CFR 124,104(c)(2); (B) It has, has not submitted Business Administration or a Private Certifier the business concern in accordance with 13 CFR application is pending, and that no material che has occurred since its application was submitted (ii) Joint Ventures under the Price Disadvantaged Business Concerns.  The offeror represents, as part of with the requirements in 13 CFR 124.1002(f) and of this provision is accurate for the small disadd in the joint venture.  [The offeror shall enter the name that is participating in the joint venture:  (10) HUBZone Small Business Concern [Complete only if the offeror represents as part of its offeror represents as part of its is, is not a HUBZone small Business concern is not a HUBZone small enter the small disadd in the interpretation in th	ntains the clause at FAR 52.219-23, Notice of antaged Business Concerns, or FAR 52.219-25, Program—Disadvantaged Status and Reporting, disadvantaged status.]  Truthe Small Business Administration as a small fied, on the date of this representation, as a rn in the database maintained by the Small mo material change in disadvantaged ownership, and, where the concern is owned by one or is, the net worth of each individual upon whom 0,000 after taking into account the applicable or ed a completed application to the Small to be certified as a small disadvantaged 124, Subpart B, and a decision on that ange in disadvantaged ownership and control ed.  The Evaluation Adjustment for Small  If its offer, that it is a joint venture that complies and that the representation in paragraph (c)(9)(i) (vantaged business concern that is participating to of the small disadvantaged business concern  In the Clause of the small disadvantaged business concern in the small business concern in the small disadvantaged business concern in the sma
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Small Business Administration, and no material change in ownership and control, principal
office, or HUBZone employee percentage has occurred since it was certified by the Small
Business Administration in accordance with 13 CFR part 126; and
(ii) It $\square$ is, $\square$ is not a joint venture that complies with the requirements of 13 CFR part 126,
and the representation in paragraph (c)(10)(i) of this provision is accurate
for the HUBZone small business concern or concerns that are participating in the joint venture
The offeror shall enter the name or names of the HUBZone small business concern or
concerns that are participating in the joint venture:
Each HUBZone small business concern participating in the joint venture shall submit a
separate signed copy of the HUBZone representation.
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph
(c)(4) or (c)(9) of this provision.)
[The offeror shall check the category in which its ownership falls]:
Black American.
Hispanic American.
Native American
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American
(persons with origins from Burma, Thailand, Malaysia, Indonesia,
Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia
(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of
the Pacific Islands (Republic of Palau), Republic of the Marshall
Islands, Federated States of Micronesia, the Commonwealth of the
Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,
Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka,
Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(d) Representations required to implement provisions of Executive Order 11246
(1) <u>Previous Contracts and Compliance</u> .
The offeror represents that
(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject
to the Equal Opportunity clause of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) <u>Affirmative Action Compliance</u> .  The offeror represents that
(i) It ☐ has developed and has on file, ☐ has not developed and does not have or
file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It I has not previously had contracts subject to the written affirmative action
programs requirement of the rules and regulations of the Secretary of Labor.
(e) <u>Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).</u>
10) Some standarding in Contraction of the standard of the sta

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

- (g) <u>Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate</u>. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)
- (h) <u>Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).</u>

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) The offeror and/or any of its principals  $\square$  are,  $\square$  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3)  $\square$  Are,  $\square$  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) <u>Certification Regarding Knowledge of Child Labor for Listed End Products (Executive</u> Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
	<del></del>

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

#### 52.212-4 CONDITIONS --2003)

**ATTACHMENT TO 52.212-3** 

CONTRACT TERMS AND COMMERCIAL ITEMS (OCT

#### (a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

#### (b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

#### (c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

#### (d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

#### (e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

#### (f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### (g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
  - (i) Name and address of the Contractor; (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number:

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

#### (h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

#### (i) Payment.

(1) Items Accepted.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment.

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT).

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

#### (5) Overpayments.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### (j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

#### (k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

#### (I) <u>Termination for the Government's Convenience</u>.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard

record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

#### (m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### (n) <u>Title</u>.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

#### (o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

#### (p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

#### (q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

#### (r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

#### (s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
  - (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
  - (5) solicitation provisions if this is a solicitation;
  - (6) other paragraphs of this clause;
  - (7) the Standard Form 1449;
  - (8) other documents, exhibits, and attachments; and
  - (9) the specification.

#### (t) Central Contractor Registration (CCR).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a niminum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and

- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.

### ADDENDUM TO 52.212-4 CONTRACT TERMS AND

The following paragraph(

#### s) of 52.212-4 are amended as indicated below:

#### 1. Paragraph (i), Payment.

[ ] Delete the 1<sup>st</sup> sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

#### 2. Paragraph (t), Central Contractor Registration(CCR).

Add the following:

(5) Definitions. As used in this clause-

"Central Contractor Registration (CCR) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

- (a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"<u>Data Universal Number System (DUNS) Number</u>" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR Database" means that-

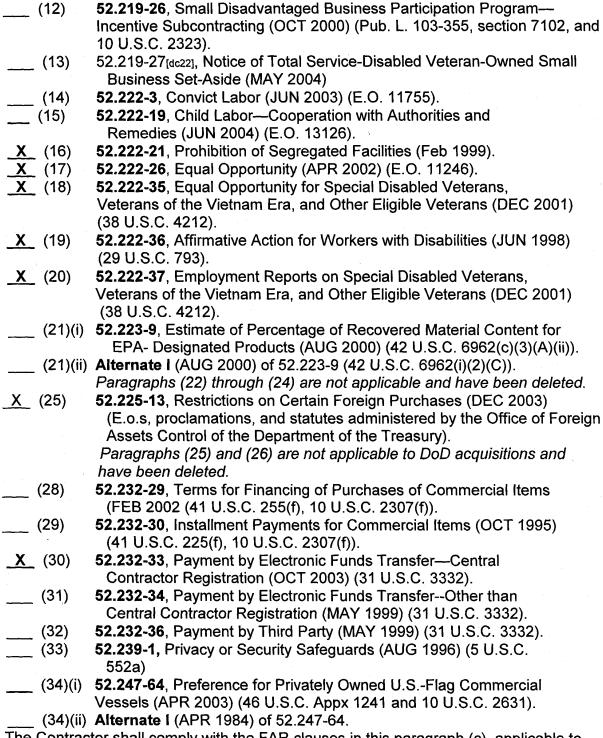
- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (b) The Contractor's CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields and has marked the records "Active".

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#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

<u>X</u>	(1)	<b>52.203-6,</b> Restrictions on Subcontractor Sales to the Government (JUL
		1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2)	<b>52.219-3</b> , Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C.
	` ,	2402).
<u>X</u>	(3)	<b>52.219-4</b> , Notice of Price Evaluation Preference for HUBZone
	` '	Small Business Concerns (Jan 1999) (if the offeror elects to waive the
		preference, it shall so indicate in its offer) (15 U.S.C. 657a).
	(4)(i)	<b>52.219-5</b> , Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-
		403, section 304, Small Business Reauthorization and Amendments
		Act of 1994).
	(4)(ii)	Alternate I (MAR 1999) of 52.219-5.
	(4)(iii)	Alternate II (JUN 2003) of 52.219-5.
	(5)(i)	<b>52.219-6</b> , Notice of Total Small Business Set-Aside (JUN 2003)
	` / ( /	(15 U.S.C. 644).
	(5)(ii)	Alternate I (OCT 1995) of 52.219-6.
	(5)(iii)	Alternate II[dc9] (MAR 2004) of 52.219-6
	(6)(i)	<b>52.219-7</b> , Notice of Partial Small Business Set-Aside (JUN 2003)
		(15 U.S.C. 644).
	(6)(ii)	Alternate I (OCT 1995) of 52.219-7
	(6)(iii)	Alternate II[dc12] (MAR 2004 of 52.219-7
<u>X</u>	(7)	<b>52.219-8</b> , Utilization of Small Business Concerns (MAY 2004) (15
		U.S.C. 637 (d)(2) and (3)).
	(8)(i)	<b>52.219-9</b> , Small Business Subcontracting Plan (JAN 2002) (15
		U.S.C. 637 (d)(4)).
	(8)(ii)	Alternate I (OCT 2001) of 52.219-9
	(8)(iii)	Alternate II (OCT 2001) of 52.219-9
	(9)	<b>52.219-14</b> , Limitations on Subcontracting (DEC 1996) (15 U.S.C.
	(40) (1)	637(a)(14)).
	(10)(i)	52.219-23, Notice of Price Evaluation Adjustment for Small
		Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section
		7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it
	(40)(::)	shall so indicate in its offer).
		Alternate I (JUN 2003) of 52.219-23.
	(11)	52.219-25, Small Disadvantaged Business Participation Program—
		Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355,
		section 7102, and 10 U.S.C. 2323).



(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1)	<b>52.222-41</b> , Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
(2)	<b>52.222-42</b> , Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3)	<b>52.222-43</b> , Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4)	<b>52.222-44</b> , Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5)	<b>52.222-47</b> , SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective

#### (d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246);

- (iii) 52.222-35, Equal Oportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);
- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);
- (v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seg.).
- (vi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7000 OFFEROR CERTIFICATIONS --

#### ATTACHMENT TO 52.212-5

REPRESENTATIONS AND

#### **COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
  - (b) Certification.
    - By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it-
    - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
  - (2) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3	Gratuities (	(APR 1984)	(	10 U.S.C.	2207)

**(b)** The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC
	1991) (10 U.S.C. 2416).
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business
	Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business
	Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
252.225-7001	Buy American Act and Balance of Payments Program (APR 2003)
	41 U.S.C. 10a-10d, E.O. 10582).
_X 252.225-701	2 Preference for Certain Domestic Commodities (FEB 2003) (10
	U.S.C. 2533a).
252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C.
	2533a).
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR
	2003) (10 U.S.C. 2533a).
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR
	2003)
	(_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub.
	L. 104-61 and similar sections in subsequent DoD appropriations
	acts).
252.225-7021	Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19
	U.S.C. 3301 note).
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR
	2003) (22 U.S.C.2779).
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR
	2003) (22 U.S.C. 2755).
252.225-7036	Buy American ActNorth American Free Trade Agreement
	Implementation ActBalance of Payment Program (APR 2003)
	(_Alternate I) (APR 2003) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note)

252.212-7001 (continued)

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

**252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

#### 52.212-9000 CHANGES - MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change--

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency Operation" means a military operation that-

- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)). "Humanitarian or Peacekeeping Operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing, (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

#### The following ADDITIONAL PROVISIONS/CLAUSES are set forth in FULL TEXT:

#### 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

#### 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <a href="http://www.dla.mil/j-3/j-336/logisitespolicy/procurmentlinks2.htm">http://www.dla.mil/j-3/j-336/logisitespolicy/procurmentlinks2.htm</a>.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.dla.mil/j-3/j-336/logisitcspolicy/procurmentlinks2.htm">http://www.dla.mil/j-3/j-336/logisitcspolicy/procurmentlinks2.htm</a>

The following provisions/clauses are set forth in full text.

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

	intends, does not in	ondent, in the performance of a tend (check applicable block) to address of the offeror or respon action.	use one or more	e plants or facilities located
<b>→</b>	(b) If the offeror or res	spondent checks "intends" in par quired information:	ragraph (a) of th	is provision, it shall insert
	Place of Performance (Street	Name and Address of	Ĭtem	Rusiness Size Status

ace of Performance (Street Address, City, County, State, Zip Code

Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

#### 52.211-9P38 PLACE OF PERFORMANCE (MAR 1999) DSCP

- (a) The offeror must stipulate in the Place of Performance clause, included in this solicitation, information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.
- (b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.
- (c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

#### 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from **December 26, 2004** through **December 24, 2005** EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

#### THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are permitted and will be promptly confirmed in writing by the authorized ordering officer or the duty authorized representative.

#### OR

Oral delivery orders may be consolidated into a single confirming written delivery order and the original furnished to the contractor on the 15th and 30th of each month, but in no event later than the 30th day subsequent to the oral order. Only the contractor may elect which alternative method of confirmation is to be employed under the contract. Notice of its election <u>must</u> be orally provided to the ordering officer.

#### 52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- (b) The delivery order(s) shall specify delivery(ies) no less than <u>48 hours</u> from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than <u>24 hours</u> notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

## 52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP (FOR PAYMENT MADE BY OTHER THAN EFT)

Offeror shall indicate below the address to which payment should be ma	iled, if such address is
different from that shown by the offeror on page 1 of this solicitation.	

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after <u>December 24, 2005</u>

#### **AUTHORIZED NEGOTIATORS**

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#### 52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants that are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

#### 52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the government amounts to \$100 or more. The rights and remedies of the Government provided in the clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

#### 52.215-9P05 ALL-OR-NONE OFFERS (JAN 1992) DSCP

All-or-none offers combining requirements listed in one solicitation with requirements listed in any other individually numbered solicitation will not be accepted. In addition, when less than the total line items of a solicitation are identified as being set aside for small business firms and the balance of the requirements are unrestricted, offers will be evaluated separately for the set-aside and unrestricted portions. Offers combining set-aside items with unrestricted items on an all-or-none basis must be low on both the set-aside and the unrestricted portion to be eligible for award.

## 52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular reprocurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

## 52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of non-conforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

#### 52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

#### (a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command.. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or de-listed from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor **certifies in writing** that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the Contracting Officer and provide a new source of supply.

#### 52.246-9P31 cont'd

- (2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."
- (i) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs," published by the Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.
- (ii) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service," Public Health Service Publication No. 229.
- (iii) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.
- (3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication, but will remain subject to inspection approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:
  - (i) Fruits, vegetables and juices thereof.
- (ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i) above).
- (4) Subsistence items, other than those exempt from listing in the U.S. Army Health Services Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.
- (5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Termination For Cause" clause of the contract.

#### 52.246-9P31 cont'd

#### (b) *Delivery Conveyances*

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

## 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESOME MEAT ACT (JAN 1992) DSCP

- (a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations there under. This warranty will apply regardless of whether or not the supplies have been:
  - (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.
- (b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breech of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.
- (c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:
- (1) Retain all or part of the supplies and recover from the contractor or deduct from the contract price a sum determined to be equitable under the circumstances;
- (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor, provided that if the supplies are seized under either Act, such seizure, at Government option shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes."
- (d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)DFARS

- (a) Definitions.
  - As used in this clause—
- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Numbering System(DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a>.